

Office of Statewide Continuous Improvement Request for Qualifications



Pre-Qualified Bidders' List

July 1, 2000 through June 30, 2003

REQUEST FOR QUALIFICATIONS
OFFICE OF STATEWIDE CONTINUOUS IMPROVEMENT
July 1, 2000 through June 30, 2003
Pre-Qualified Bidders' List

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I. INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to establish a Pre-Qualified Bidders' List of quality experts to serve as consultants/trainers/facilitators/speakers to State agencies. Bidders will be evaluated on their understanding of quality philosophies and principles and their education and experience from their responses (See Section V - Bid Evaluation). After the evaluations are complete, the qualifying bids for each topic will be placed on the Pre-Qualified Bidders' List. Please note that placement on the Pre-Qualified Bidders' List is not a guarantee of any work to any Bidder placed on the list. When a State agency requests services for quality consulting/training/facilitating/speaking, the Office of Statewide Continuous Improvement (OSCI) will provide consultants from the list to the State agency for final evaluation interviews. The OSCI will base its recommendations on which topic best matches the State agency's need.

When agencies request consultants/trainers/facilitators/speakers, OSCI and the agency will determine the specific scope of work including time frames, applicable topic, and an approximate project budget (contracts, including amendments, are limited to \$100,000 per project). Client agencies will review the specific bidder proposals, conduct interviews, as needed, and score referred bidders on experience, education, cost (including small business preference), and bidder's proposed approach to the specific scope of work. For each bidder a score of 100 points is possible. A weight of no less than thirty percent must be given to the cost component. The maximum hourly rate that the Contractor can charge to the State agency will be the RFQ hourly rate. During the referral and selection phase, the Contractor may elect to charge a lesser rate when submitting their project cost proposal to the State agency. A Three-Party Agreement will be awarded to the winning Bidder from the Pre-Qualified Bidders' List after completion of the evaluation process with the State agency. The State agency may write a contract for one year with the option to extend for an additional two years. The maximum term of the contract is three years. Agencies may extend a contract beyond June 30, 2003, if necessary, to complete a project. Such extension shall not exceed one year.

We intend to augment this pool of talent by accepting bids on an on-going basis from companies that are not on the 2000-2003 Pre-Qualified Bidders' List. It is the intention of OSCI to evaluate bids submitted during any given quarter around the middle of the last month in a given quarter (e.g., on or around September 15, December 15, March 15, and June 15). All bids will remain in effect until June 30, 2003.

II. KEY DATES

RFQ Advertised in the "Contracts Register"	March 7, 2000
Bidders' Conference (9:00 a.m. in Kern/Colorado Room)*	March 22, 2000
Deadline for Receipt of Bids (5:00 p.m., Pacific Standard Time)*	April 14, 2000
Bid Evaluations	April 24, 2000 – June 12, 2000
Notice of Pre-Qualified Bidders' List Posted*	June 16, 2000
Effective date of the RFQ Pre-Qualified Bidders' List	July 1, 2000

*Location: Department of Personnel Administration
Training and Continuous Improvement Division
Office of Statewide Continuous Improvement
1515 S Street, Suite 108, North Building
Sacramento, CA 95814-7243

The pre-submission Bidders' Conference will be held at 9:00 a.m. on March 22, 2000, to discuss and answer questions about the RFQ. Bidders who have questions regarding this RFQ are encouraged to submit them in writing to the Department of Personnel Administration (DPA) at the above address or by FAX (916) 322-4755 prior to the conference. Questions will only be answered at the Bidders' Conference. A copy of the transcript of the Bidders' Conference will be sent to all persons who have requested an RFQ.

III. BID SUBMISSION

- A. The requirements of this section are mandatory and failure to comply completely will deem the bid non-responsive. OSCI reserves the right to waive any immaterial variation.
- B. Two copies (one original typed or computer printed and one copy) of the bid are required. Facsimile machine (FAX) bids will not be accepted. No handwritten bids will be accepted.
- C. All bids must be received in the OSCI office by 5:00 p.m., Pacific Standard Time (PST), on or before April 14, 2000. Proof of receipt is a DPA date stamp. Bids must be mailed or delivered to:

Department of Personnel Administration
Training and Continuous Improvement Division
Office of Statewide Continuous Improvement
Attention: Kimberly Levick
1515 S Street, North Building, Suite 108
Sacramento, California 95814-7243

Bidders are cautioned to use the specific address shown to avoid late delivery. It is the responsibility of the Bidder to ensure the bid is submitted by the time and date, and to the address specified in the RFQ. **Any bid received after the deadline will be returned to the Bidder.**

- D. Each bid **must** include the following items. (Bidders proposing to use more than one consultant must add forms as indicated below in Section III-H.)

1. Signature Authorization (Attachment A)
2. Work Experience:
 - ◆ Consulting Work Experience (Attachment B/C); and/or
 - ◆ Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1); and/or
 - ◆ Facilitation Work Experience (Attachment B/F); and/or
 - ◆ Speaking Work Experience (Attachment B/S)
3. Education and Training (Attachment C)
4. RFQ Method of Approach (Attachment D)
5. RFQ Hourly Rate (Attachment E)
6. Payee Data Record, Standard 204 (Attachment F)
7. RFQ Topic List (Attachment G)
8. Areas of Expertise/Preferences (Attachment H)

The above items must be submitted or your bid will be considered non-responsive. The following items are needed, if applicable:

9. If claimed, proof of receipt of Small Business Preference

Note: Any information submitted as a part of your bid and not specifically exempted from the disclosure requirements of the California Public Records Act (Government Code Sections 6250 - 6265) or other applicable State or Federal laws, becomes public information. We recommend that you copyright any proprietary material submitted.

- E. Before 5:00 p.m., PST, on April 14, 2000, a bid may be withdrawn by submitting a written request signed by the Bidder. All bids will remain in effect until June 30, 2003.
- F. The cost of developing bids are entirely the responsibility of the Bidder and shall not be charged to the State of California.
- G. If the Bidder proposes to use employees of the company or a subcontractor, the following forms must be submitted:
- ◆ Consulting Work Experience (Attachment B/C);
and/or
 - ◆ Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1);

and/or
 - ◆ Facilitation Work Experience (Attachment B/F);
and/or
 - ◆ Speaking Work Experience (Attachment B/S),

and
 - ◆ Education and Training (Attachment C),
and
 - ◆ Areas of Expertise/Preferences (Attachment H).

IV. BID COMPLETION

This section describes how to complete the attached forms that are used to evaluate your bid. Care should be taken to complete each form accurately. The Bidder will not be able to submit additional information after the bid is filed nor will the Bidder be contacted to clarify information on the forms.

- A. Bidders may copy bid forms or produce computer generated facsimiles. Forms must be typed or computer printed. No handwritten bids will be accepted.
- B. Information identifying the Bidder is requested at the top of each form. The *Bidder* is the individual or other legal entity (company, partnership or corporation) bidding on this RFQ. In most cases, the Bidder will be performing all of the work. However, if the Bidder is proposing to use other consultants (partner, employee, or subcontractor), the following forms must be submitted:

- ◆ Consulting Work Experience (Attachment B/C);
and/or

- ◆ Training Work Experience (Attachment B/T) *and* Course Outline (Attachment B/T1);

and/or

- ◆ Facilitation Work Experience (Attachment B/F);

and/or

- ◆ Speaking Work Experience (Attachment B/S),

and

- ◆ Education and Training (Attachment C),

and

- ◆ Areas of Expertise/Preferences (Attachment H).

C. Signature Authorization – Attachment A

1. *Bidder/Company Name*: When an Agreement is executed, OSCI will refer to the Contractor by name as indicated on the Bidder/Company Name Line (e.g., Smith Consulting, a corporation).
2. *Signature*: The signature should be of the person in the bidding company who can legally bind the company in an Agreement. If the Bidder is an individual, that individual should sign.
3. *Small Business Preference*: Bidders should indicate if they have been certified by the Office of Small Business Certification and Resources (OSBCR).
4. The following definitions apply to Disabled Veteran Business Enterprise (DVBE):
 - a. Disabled Veteran means a veteran of the military, naval, or air services of the United States with a service-connected disability of ten percent or more, and is a resident of the State of California.

- b. DVBE means a business concern certified by OSBCR as meeting all of the following:
- i. A sole proprietorship at least 51 percent owned by one or more disabled veterans, or the case of a publicly owned business, at least 51 percent of the stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
 - ii. The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as owners of the business concern.
 - iii. A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.
- c. DVBEs are required to be formally certified by OSBCR. DVBEs are asked to include a copy of their OSBCR certification letter. DVBEs have until 5:00 p.m., PST, on June 12, 2000 to submit a complete certification application. If they are certified they have DVBE Participation Program eligibility. In this instance, the firm should indicate their certification is pending. Verification will be made by DPA with OSBCR.

D. Work Experience – Attachment B

The Bidder must submit:

- ◆ Consulting Work Experience (Attachment B/C); and/or
- ◆ Training Work Experience (Attachment B/T) *and* Course Outline (Attachment B/T1 - see directions below in Subsection D-4); and/or
- ◆ Facilitation Work Experience (Attachment B/F); and/or
- ◆ Speaking Work Experience (Attachment B/S).

Each form should list experience from January 1, 1995 to present that is related to RFQ Topics you are bidding on.

1. First, give a brief description of the service provided to government entities (if applicable). Next, give a brief description of the service provided to other clients. List only experience you have in consulting/training/facilitating/speaking services that you are bidding for as related to each topic within the RFQ Topic List (see Sub-section I below for topic descriptions).
2. Indicate the dates and length of service (hours).
3. The client's name, contact person, and telephone number.
4. Course Outline - Attachment B/T1

NOTE: If you are applying for the training specialty in any of the topics, you must also *submit only one* course outline, Attachment B/T1, as an example of your training methodology, logical sequencing of training modules, appropriate use of time, and knowledge and application of adult learning principles.

This form should contain the following:

- a. Day/Time: List the day (first, second, etc.) and the time of each activity. The schedule should include a minimum of one 15-minute break in the morning and another in the afternoon, and a 60-minute lunch break.
- b. Content/Topic: Fully describe the objectives and the subject matters to be covered during each activity.
- c. Process/Method: Describe the process for each activity and the methodology that will be used.
- d. Audio-Visual/Materials: List the audio-visual (AV) aids such as transparencies, films, videos, or slides that will be used for each activity. Also list the materials to be used (books, handouts, instruments, copyrighted exercises), including specific titles if known.

All consulting/training/facilitating/speaking experience will be supplied to State agencies seeking potential Contractors and is subject to confirmation prior to Agreement award. If any of the information is determined to be substantially incorrect or misrepresentative of actual experience, the Bidder's name will be removed from the Pre-Qualified Bidders' List and no subsequent referrals will be made. Prior to any such action being taken, a Bidder will be given notice and an opportunity to provide rebuttal information. The Chief of the Training and Continuous Improvement Division, or his/her representative, will make the final decision. See Section VII.

The Bidder may also submit a copy of their resume. Inclusion of a resume does not relieve the requirement of completing the experience attachments.

E. Education and Training – Attachment C

The Bidder must provide information listed below:

1. All education at the college level or beyond, including:
 - a. Number of units or degrees attained
 - b. Specialization, if any
 - c. Name and location of school
 - d. Date of degree
2. All specialized training programs, including:
 - a. Course name
 - b. Length (in days or hours, as appropriate)
 - c. Provider's name
 - d. Date completed

F. RFQ Method of Approach – Attachment D

Choose one area from the RFQ Topic List to describe the presenting need, assessment, methodology, objective(s), action taken, observed outcome, and any other information which demonstrates your knowledge, skills, and ability in providing such services. **USE ONLY ONE PAGE.**

G. RFQ Hourly Rate – Attachment E

1. For any RFQ Hourly Rate that exceeds \$175.00 per hour, OSCI reserves the right to accept or reject the bid.
2. The RFQ Hourly Rate should include all costs for the services provided except as noted in items 3 and 4 below.
3. The RFQ Hourly Rate should not include travel and per diem (meals and/or lodging) expenses. The Bidder will be reimbursed for authorized travel and per diem expenses in accordance with the executed Agreement between the State agency and the Contractor.

Travel and Per Diem: Contractor may negotiate to be paid for necessary travel and per diem expenses at rates not to exceed those applicable to non-represented State employees under current prevailing DPA rules and regulations (DPA Laws and Rules 599.619). These rates may change at any time without notice.

4. The RFQ Hourly Rate should not include the cost of materials or equipment. The Bidder will be reimbursed for such items in accordance with the executed Agreement between the State agency and the Contractor.

H. Payee Data Record (Std. 204) – Attachment F

This form must be submitted with the RFQ bid. This form is used at the time of executing an Agreement. This form can also be downloaded at <http://www.osp.dgs.ca.gov/pdf/std204.pdf>.

I. RFQ Topic List – Attachment G

Check the topic(s) on Attachment G for which you are bidding. Listed below are the topic descriptions.

1. Customer Service

Assist in the development of skills for customer service, which may include handling special problems and people, diffusing anger and/or satisfying upset customers. Provide packaged or customized surveys for organizations to use in measuring customer satisfaction and/or performance levels.

2. Facilitators

Perform the role of facilitator. This may include identifying techniques for leading discussions and building consensus, evaluating team dynamics/team climate, resolving conflicts, identifying appropriate actions in each step of the problem-solving/process improvement cycle, or assisting the team leader as needed.

3. Leadership

Discuss the successful implementation of visionary leadership including the development of interpersonal and leadership skills to support continuous improvement. Discuss the behaviors and concepts that promote leadership, teamwork, self-management or systems-centered management. This may include assessment through surveys or interviews and/or the development of a strategy to develop the needed leadership skills.

4. Malcolm Baldrige Principles

Assist in assessing, aligning, reporting, consulting, and/or training as related to Malcolm Baldrige principles.

5. Process Improvement

Explain the process improvement methods and tools, assist staff in applying methods or tools to work processes, and/or methods of involving customers/suppliers.

6. Quality Planning

Assist in establishing vision, mission, values and ethics; identifying strengths and weaknesses, opportunities and threats; identifying customer needs, critical processes, organizational objectives, or organizing a plan of action including a strategic plan, an annual plan, a human resources plan, a budget plan, performance measurements, or develop tracking and review processes.

7. Speaker

Services offered are, but not limited to, keynote speaking, supporting the objectives of a meeting, motivational speeches, or customizing a speech to fit the customer needs.

8. Team Building

Assist employees in developing the interpersonal skills needed to work effectively in team or work groups. This may include communication principles, group problem-solving models, meeting management skills, stress management, or dealing with conflict.

9. Team Work

Explain the role, function and interaction of team members, leaders, sponsors, and/or facilitators which may include assisting team members in the application of the principles, techniques and processes of project management.

J. Area of Expertise – Attachment H

This form must be submitted with the RFQ bid. By filling out this document, you are helping OSCI to determine which company will best meet our customers' needs. Please list each additional consultant on a separate form.

V. BID EVALUATION

- A. All responsive bids will be evaluated using a weighted scoring method. A total of 100 points will be possible. Bidders who score at least 70 points on a given topic will be placed on a pre-approved list for that topic.

All bids will be scored according to the following criteria:

1. Work Experience.....34 points

Attachments B/C, B/T, and B/F will be evaluated to ensure that at least 400 hours of consulting/training/facilitating experience is listed for each RFQ Topic upon which a bid is submitted. For each RFQ Topic that you are bidding on, the hours of consulting/training/facilitating experience in that RFQ Topic area will be increased by a factor of 2.

The score for consulting/training/facilitating experience will be calculated according to the following formula:

$$(2 \times \text{Experience Hours for RFQ Topic bidding on}) + (\text{Hours in any other topic}) = \text{Adjusted Hours} \\ (\text{Adjusted Hours} \times 0.02) - 8 = \text{Score}$$

EXAMPLE: If the Bidder has a total of 1,000 hours of experience with 400 of those hours in an RFQ Topic, the hours would be adjusted to 2 X 400 (for that RFQ Topic) + 600 (any other topics) for a total "Adjusted Hours" of 1,400 and a resulting score of 20 for that RFQ Topic.

$$2 \times 400 = 800 + 600 = 1,400 \text{ Adjusted Hours} \\ (1,400 \times 0.02) - 8 = \text{Score of 20 Points}$$

A calculated score of more than 34 points will be awarded no more than 34 points for each RFQ Topic upon which a bidder submits a bid.

Attachment B/S will be evaluated to ensure that at least 10 speaking engagements have been presented. For RFQ Topics upon which a bid is submitted, points will be awarded according to Speaking Experience in each RFQ Topic area. More than 27 speaking engagements will be awarded no more than 34 points for each RFQ Topic upon which a bidder submits a bid.

2. Education and Training.....18 points

Attachment C will be evaluated on the breadth and extent of the Bidder's educational background. In general, a B.A. degree will be counted up to 8 points, a M.A. degree will be counted up to 15 points, and a Ph.D. degree will be counted up to 18 points, depending on the degree in relation to the RFQ Topics bidding on. Professional education (e.g., workshops and seminars, certification as an instructor, facilitator, or administrator of an assessment instrument) may be counted for up to 8 points in lieu of an advanced degree. There are no minimum educational requirements and no more than 18 points may be awarded for education and training.

3. RFQ Method of Approach 18 points

Attachment D will be evaluated to determine the Bidder's attitude and approach pertinent to the RFQ Topic concepts chosen.

4. RFQ Hourly Rate – **Attachment E** 30 points

OSCI reserves the right to accept or reject RFQ Hourly Rates which are higher than \$175.00 per hour. The qualified Bidder (one bid per company) with the lowest RFQ Hourly Rate will receive 30 points (100% of the available points for cost). All other RFQ Hourly Rates will be awarded points by,

a) dividing the lowest bid by each of the higher rates, and

b) multiplying the resulting ratio by 30. See the following example calculation:

<u>Bids</u>	<u>Low Bid Ratio</u>	<u>Points</u>
\$ 50.00 (lowest bid)		30.0
\$120.00	$50 \div 120 = 42\%$	12.5
\$175.00	$50 \div 175 = 29\%$	8.6

- i. Small Business Preference, Section 14835, et seq. of the California Government Code requires that a 5 percent preference be given to Bidders who qualify as a small business. The Small Business Preference will be awarded by the State agency to a Certified Small Business Bidder that has been referred by OSCI. The Small Business Preference will only be applied if there are non-certified small business(es) that have been referred by OSCI. The cost proposal of the highest scoring non-certified small business Bidder is multiplied by 5%. The resulting calculation is the Small Business Preference. The Small Business Preference is subtracted from the cost proposal amount of the Certified Small Businesses. These adjusted cost proposal amounts are then scored again and added to the total score. The contract is awarded to the Bidder with the highest final score. The rules and regulations of this law, including the definition of a small business for the delivery of service are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request from the OSBCR.
- ii. To claim the small business preference, which may not exceed \$50,000 for any bid, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the OSBCR by 12:00 p.m., PST, on the final filing date and be verified by such office. Questions regarding the preference approval process should be directed to the OSBCR at (916) 323-5478.

VI. PROTESTS

The Notice of Pre-Qualified Bidders' List will be posted at OSCI for five working days prior to finalizing the list. Any Bidder may file a protest before the list is finalized. Protests must state the reason, law, rule, regulation, or practice that the Bidder believes has been improperly applied in regard to the process outlined in this RFQ that resulted in the Bidder not being placed on the Pre-Qualified Bidders' List. Copies of the protest must be filed with the following offices:

Department of Personnel Administration
Office of Statewide Continuous Improvement
1515 S Street, North Building, Suite 108
Sacramento, California, 95814-7243

AND

Department of General Services
Office of Legal Services
1325 J Street, Suite 1911
Sacramento, California, 95814

Within five (5) working days after filing the protest, the protesting Bidder shall file a full and complete written statement specifying the grounds for protest. Copies of this statement must be received by both the Department of Personnel Administration's Office of Statewide Continuous Improvement and the Department of General Services within the specified period. The Pre-Qualified Bidders' List for RFQ Topics affected by the protest will not become final until the protest is withdrawn or resolved to the satisfaction of the Department of General Services.

VII. REMOVAL FROM PRE-QUALIFIED BIDDERS' LIST

If following placement on the Pre-Qualified Bidders' List, OSCI or State agency deem the Bidder to be non-responsible (e.g., has not paid taxes, is not a legal entity, submitted a bid without an authorized signature, falsified any information in the bid package, etc.), OSCI will notify the Bidder in writing of the reason(s) for such determination, and of the proposed removal of such Bidder from the Pre-Qualified Bidders' List. The Bidder may file an appeal to OSCI within ten working days from the date of OSCI's notification letter. Submit appeals to:

Department of Personnel Administration
Office of Statewide Continuous Improvement
1515 S Street, North Building, Suite 108
Sacramento, California, 95814-7243

Upon appeal, OSCI shall schedule a hearing for the purpose of affording the Bidder an opportunity to present rebuttal. The Chief of the Training and Continuous Improvement Division, or his/her representative, shall issue a decision in writing within thirty (30) calendar days after the hearing.

SAMPLE AGREEMENT LANGUAGE FOR OSCI

STATE OF
CALIFORNIA

-APPROVED BY THE
ATTORNEY GENERAL

STANDARD AGREEMENT
STD. 2 (REV. 4/90)

CONTRACT NUMBER	AM. NO.
Agency #	
CONTRACTOR'S FEDERAL I.D. NUMBER	

THIS AGREEMENT, made and entered into this day of , by the Department of Personnel Administration (DPA), [State agency] and in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Chief, Training & Continuous Improvement Division	AGENCY Department of Personnel Administration	hereafter called the State,
TITLE OF OFFICER ACTING FOR STATE AGENCY	AGENCY	hereafter called the State agency, and
CONTRACTOR'S NAME		hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State (State agency) services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Continued on ___ sheets, each bearing name of contractor and contract number.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA DEPARTMENT OF PERSONNEL ADMINISTRATION					
AGENCY Department of Personnel Administration			PRINTED NAME OF PERSON SIGNING		
BY (AUTHORIZED SIGNATURE)			TITLE Chief, Training & Continuous Improvement Division		
STATE AGENCY			CONTRACTOR		
AGENCY			CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)		
BY (AUTHORIZED SIGNATURE)			BY (AUTHORIZED SIGNATURE)		
PRINTED NAME OF PERSON SIGNING			PRINTED NAME AND TITLE OF PERSON SIGNING		
TITLE			ADDRESS,		
AMOUNT ENCUMBERED BY THIS DOCUMENT FOR CONTRACTOR \$	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		Department of General Services Use Only
AMOUNT ENCUMBERED BY THIS DOCUMENT FOR DEPARTMENT OF PERSONNEL ADMINISTRATION -10% \$	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$	OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF FISCAL OFFICER X			DATE		

**SAMPLE AGREEMENT CONDITIONS FOR
OFFICE OF STATEWIDE CONTINUOUS IMPROVEMENT AND STATE AGENCY
Request for Qualifications
July 1, 2000 through June 30, 2003
Pre-Qualified Bidders' List**

I. Clauses Specific to the Office of Statewide Continuous Improvement and State agency

A. Term of Agreement

The Agreement becomes effective either on {EFFECTIVE DATE} or the date the Agreement is approved by the Department of Personnel Administration's Office of Statewide Continuous Improvement and the Client agency, or the Department of General Services, whichever date is later. The Agreement will expire one year from the effective date. The Agreement may be amended only by mutual written consent of all parties. The term of the Agreement may be extended up to one year, if necessary, for the completion of a project. OSCI has no obligation concerning unused days or fund balances upon expiration of the Agreement.

B. Scope and Delivery of Services

Contractor agrees to provide consulting/training services in accordance with the work statement. The work statement shall describe the specific services to be rendered, the applicable time frames (completion dates, report dates, etc.) and an estimate/cost breakdown (hourly rates, etc.) for all deliverables.

C. Budget (Estimate/Cost Breakdown – RFQ Hourly Rate)

Contractor will be paid in accordance with the budget which shall include the Contractor's detailed analysis of the cost of performing the Agreement. The budget must specify the applicable hourly rate, cost of materials, and any other basis upon which payment to the Contractor is to be calculated. The hourly rate may not exceed the rate quoted by the Contractor for placement on the Pre-Qualified Bidders' List but it may be less if a lower rate was quoted to the State agency.

It is mutually agreed that if the Budget Acts of any year in which this Agreement is in effect do not authorize the expenditure of sufficient funds for the program, this Agreement shall be invalid. In this event, the State agency shall have no liability to pay any funds to Contractor nor to furnish any other consideration under this Agreement, and Contractor shall not be obligated to perform any provision of this Agreement.

D. Additional Consultants

OSCI retains the right of approval over any person serving as a consultant under this Agreement. Consultants cannot be substituted without the consent of OSCI and the State agency.

E. Administrative Service Charge

The State agency will pay a non-refundable charge to OSCI that will be 10 percent of the total amount of each project cost proposal for each Agreement including amendments. This charge is due and payable upon final Agreement and/or amendment approval and upon State agencies receipt of invoice from DPA.

F. Materials

This section will be addressed in the work statement/specific scope of work between the State agency and the Contractor.

G. Evaluation of Performance

The Contractor's performance shall be evaluated in accordance with Public Contract Code Sections 10367, 10369, and 10370.

H. Travel and Per Diem Requirement

Travel and Per Diem: Contractor may negotiate to be paid for necessary travel and per diem expenses at rates not to exceed those applicable to non-represented State employees under current prevailing DPA rules and regulations (DPA Laws and Rules 599.619). These rates may change at any time without notice.

Airfare: When utilizing commercial airlines for travel, the State agency will generally provide airline tickets for Contractor at the State's contract rate. If the State agency is unable to obtain airline tickets at State contract rates in time to meet the scheduled date, Contractor will purchase airline tickets and submit receipts to the State agency for reimbursement. When Contractor must purchase airline tickets, Contractor will be required to use the least expensive fare available which meets the time schedule requirements of Contractor.

Receipts will be required for any reimbursement.

I. Payment

Payment for services rendered and reimbursement for travel and per diem under this Agreement will be made upon satisfactory completion of consulting and/or training services rendered as determined by the State agency. Contractor will submit invoices in duplicate, no more than monthly, for services that have already been provided with the Agreement number indicated to the:

[State agency Address Information]

Reimbursement for travel and per diem expenses will only be made upon submission of appropriate travel claim and supporting receipts as described above.

A progress payment is a partial payment for a portion or segment of the work needed to complete a task. Not less than ten percent (10%) of the progress payment amount shall be withheld pending final completion of the Agreement. If, however, an Agreement consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task. (See State Contracting Manual and California Public Contract Codes 10346 and 10379.)

II. Clauses General to Agreements With the State of California

1. APPROVAL: This Agreement is of no force or effect until signed by all parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State and Client Agency in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State and the Client Agency, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State or Client Agency may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State or Client Agency may proceed with the work in any manner deemed proper by the State or Client Agency. All costs to the State or Client Agency shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or Client Agency.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC199 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS:
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. YEAR 2000 LANGUAGE: "The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement, a good or services is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor."
17. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:
- a) the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) the Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
18. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

This form will be used when an Agreement is executed.

CCC199

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the non-discrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the person's or organization's policy of maintaining a drug-free workplace; 3) any available counseling, rehabilitation and employee assistance programs; and, 4) penalties that may be imposed upon employees for drug abuse violations.

c. Provide that every employee who works on the proposed Agreement will: 1) receive a copy of the company's drug-free policy statement; and, 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State Agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:** When Agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

"Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an Agreement, authorizing execution of the Agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractors that are not another state agency or other government entity.

Signature Authorization

Bidder/Company Name: _____

Consultant's Name: _____

Company Address: _____

Telephone: _____ Fax: _____

E-mail address: _____

If you provide OSCI your web-site address we will link to your site through the Department of Personnel Administration's (DPA) home page (OSCI's link is located on this home page).

Web-site address: _____

- A. *I hereby certify that I have the authority to offer this bid to the Department of Personnel Administration, Office of Statewide Continuous Improvement for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement, should I be successful in a bid with an State agency.*

Signature

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate.

1. If successful, the Agreement language should refer to me as:

_____ An individual.

_____ A partnership. Partners' names:

_____ A company.

2. My tax identification number is: _____
(Attachment F must also be submitted)

3. _____ I am a certified small business and Small Business Preference is applicable to this bid. A copy of my certification from the Office of Small Business Certification and Resources is attached.

_____ I have recently filed for Small Business Preference but have not yet received certification.

_____ I am not a certified Small Business.

4. _____ My business is owned by a disabled veteran.

Consulting Work Experience

Bidder/Company Name: _____

Consultant's Name: _____

List only experience relevant to the position of "consultant."

(Please list each additional consultant on a separate form)

[illegible]

Training Work Experience

Bidder/Company Name: _____

Consultant: _____

List only experience relevant to the position of "trainer" (also fill out the following Course Outline sheet).

(Please list each additional consultant on a separate form)

[illegible]

Course Outline

Bidder/Company Name: _____

(Duplicate for additional pages, as necessary)

Day/Time	Content/Topic	Process Method	AV/Materials

Facilitation Work Experience

Bidder/Company Name: _____

Consultant's Name: _____

List only experience relevant to the position of "facilitator".

(Please list each additional consultant on a separate form)

Dates (From/To)	Hours	Facilitating Duties (description)	Client, Address, Telephone
	Total Hours: <div style="border: 1px solid black; height: 20px;"></div>		

Bidder/Company Name: _____

Consultant's Name: _____

List only experience relevant to the position of "speaker."

(Please list each additional consultant on a separate form)

Dates (From/To)	Speaking Duties (description)	Client/Audience, Address, Telephone

Education & Training

Bidder/Company Name: _____

Consultant's Name: _____

(Please list each additional consultant on a separate form)

Major Course of Study/Training	Units, Degrees, Certificates, and Dates Completed	School/Provider name

RFQ Method of Approach
(One per Bidder/company)

Bidder/Company Name: _____

Choose one area from the RFQ Topic List (Section IV, Subsection I) to describe the presenting need, assessment, methodology, objective(s), action taken, observed outcome, and any other relevant information which demonstrates your knowledge, skill, and ability in providing such services.

USE ONLY ONE PAGE.

RFQ Hourly Rate

Bidder/Company Name: _____

Indicate your proposed hourly rate for consulting/training/facilitating/speaking. This cost should include all costs (exclusive of travel and per diem expenses) as described in Section IV, Subsection G.

Maximum Per Hour Rate: _____

This will be the maximum hourly rate that the Contractor can charge to the State agency.

For OSCI Use Only

_____ (lowest bid) ÷ _____ (cost bid) = _____ Low bid ratio

_____ (low bid ratio) X 30 = _____ Points awarded to bidder

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-99)

Attachment F

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE <hr/> STREET ADDRESS <hr/> CITY, STATE, ZIP CODE <hr/> TELEPHONE NUMBER <hr/>	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)	
2	PAYEE'S BUSINESS NAME <hr/> SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State and Zip Code) <hr/>		
3 PAYEE ENTITY TYPE	CHECK ONE BOX ONLY <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> MEDICAL CORPORATION (Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> EXEMPT CORPORATION (Nonprofit) <input type="checkbox"/> ALL OTHER CORPORATIONS </div> <div style="width: 48%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR </div> </div>	NOTE: State and local governmental entities, including school districts are not required to submit this form.	
4 PAYEE'S TAXPAYER I.D. NUMBER	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) <div style="border-bottom: 1px solid black; width: 100%;"></div> IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. </div> <div style="width: 48%;"> SOCIAL SECURITY NUMBER <div style="border-bottom: 1px solid black; width: 100%;"></div> IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN. </div> </div>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
5 PAYEE RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA </div> <div style="width: 48%;"></div> </div>		NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)
6 CERTIFYING SIGNATURE	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <hr/> SIGNATURE <hr/> </div> <div style="width: 48%;"> TITLE <hr/> DATE <hr/> </div> </div> <div style="display: flex; justify-content: flex-end; width: 48%;"> TELEPHONE NUMBER <hr/> </div>		

RFQ TOPIC LIST

Bidder/Company Name: _____

Consultant Name: _____

Indicate each topic for which you wish to be considered. Descriptions of each topic can be found on Section IV, Subsection I.

_____ 1. Customer Service

_____ 2. Facilitators

_____ 3. Leadership

_____ 4. Malcolm Baldrige

_____ 5. Process Improvement

_____ 6. Quality Planning

_____ 7. Speaker

_____ 8. Team Building

_____ 9. Team Work

Areas of Expertise/Preferences

Bidder/Company Name: _____

Consultant Name: _____

Please put a "X" in the box(es) that apply to you. By filling out this document, you are helping OSCI to determine which company will best meet our customers' needs when we refer consultants to the State agency. Please list each additional consultant on a separate form.

Which languages do you fluently speak? _____

Check the certifications, preferences, or specialties that apply to you.

Certifications

- | | |
|---|--|
| <input type="checkbox"/> 360° Assessment | <input type="checkbox"/> Franklin/Covey Seven Habits for Highly Effective People |
| <input type="checkbox"/> Hermann Brain Dominance Instrument | <input type="checkbox"/> ISO 9000 |
| <input type="checkbox"/> Malcolm Baldrige | <input type="checkbox"/> Myers Briggs Type Indicator |
| <input type="checkbox"/> - Examiner | |
| <input type="checkbox"/> - Team Leader | |
| <input type="checkbox"/> - Judge | <input type="checkbox"/> Will Schutz |
| <input type="checkbox"/> - Trainer | |
| <input type="checkbox"/> Zenger-Miller | <input type="checkbox"/> Other, please specify: _____ |

Preferences (Learning and/or teaching style)

- | | | | | |
|--------------------------------|-------------------------------------|-------------------------------------|---------------------------------|---|
| <input type="checkbox"/> Audio | <input type="checkbox"/> Psychology | <input type="checkbox"/> Statistics | <input type="checkbox"/> Visual | <input type="checkbox"/> Other, please specify: _____ |
|--------------------------------|-------------------------------------|-------------------------------------|---------------------------------|---|

Specialties

- | | | |
|--|--|--|
| <input type="checkbox"/> Appreciative Perspective | <input type="checkbox"/> Children's Issues | <input type="checkbox"/> Conflict Resolution |
| <input type="checkbox"/> Designing a Training Course | <input type="checkbox"/> Executive Staff | <input type="checkbox"/> Focus Groups |
| <input type="checkbox"/> Government Experience | <input type="checkbox"/> Insurance | <input type="checkbox"/> Law Enforcement |
| <input type="checkbox"/> Legislatively-Mandated Implementation | | <input type="checkbox"/> Management Staff |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Organizational Needs Assessment | |
| <input type="checkbox"/> Performance-Based Budgeting | <input type="checkbox"/> Performance Consulting | <input type="checkbox"/> Performance Measurement |
| <input type="checkbox"/> Rank and File Staff | <input type="checkbox"/> Self Directed Work Teams | <input type="checkbox"/> Systems Thinking |
| <input type="checkbox"/> Training Needs Assessment | <input type="checkbox"/> Other, please specify: _____ | |

**BIDDER'S CHECKSHEET
FOR THE
REQUEST FOR QUALIFICATIONS
OFFICE OF STATEWIDE CONTINUOUS IMPROVEMENT
July 1, 2000 - June 30, 2003**

The following is a checklist. All attachments must be submitted typed or computer generated. Please use this list to ensure that the is complete.

☐ Signature Authorization (Attachment A)

☐ Consulting Work Experience (Attachment B/C)
and/or

☐ Training Work Experience (Attachment B/T)
and

☐ Course Outline (Attachment B/T1)

and/or

☐ Facilitation Work Experience (Attachment B/F)
and/or

☐ Speaking Work Experience (Attachment B/S)

☐ Education and Training (Attachment C)

☐ RFQ Method of Approach (Attachment D)

☐ RFQ Hourly Rate (Attachment E)

☐ Payee Data Record, Standard 204 (Attachment F)

☐ RFQ Topic List (Attachment G)

☐ Areas of Expertise/Preferences (Attachment H)

The above items must be submitted or the bid may be considered non-responsive.

The following items are needed, if applicable:

☐ If claimed, proof of receipt of Small Business Preference

NOTE: If you are using employees of your company or a subcontractor, be sure that the following attachments are included: Consulting Work Experience (Attachment B/C); and/or Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1); and/or Facilitation Work Experience (Attachment B/F); and/or Speaking Work Experience (Attachment B/S), and Education and Training (Attachment C), and Areas of Expertise/Preferences (Attachment H).

**OFFICE OF STATEWIDE CONTINUOUS IMPROVEMENT
BIDDERS CONFERENCE**

**2000/2003 REQUEST FOR QUALIFICATIONS
March 22, 2000**

Q: What is specifically meant in the RFQ page, 18, Roman Numeral II, number 12 under "Timeliness: Time is of the essence in this agreement."?

A: Timeliness - "Appropriate or adapted to the times or the occasion." Merriam Webster

Q: What (if any) is the mandated deadline for Northern CA and/or statewide completion of Team Building Training?

A: As far as I know there is no mandated team building training.

Q: What are the approximate numbers of people requiring Team Building Training in the Northern CA region including Manager, Supervisors, and/or Team Leaders?

A: As far as I know there is no mandated team building training.

Q: Is the \$100,000.00 per project limit per annum or does it apply over the entire length of the project for example a three year contract?

A: The \$100,000.00 limit applies to each contract in its entirety, per project.

Q: Does the \$100,000.00 include expenses?

A: Yes, as well as materials, any travel and per diem that has been negotiated, and consultant fees. It does not include the OSCI administrative fee which means a contract can actually be \$110,000.00.

Q: We've heard that you may be lowering your overhead to make it more consistent with DGS. Is this true?

A: No it is not true.

Q: Why did you drop the category of Surveys.

A: We only dropped the title. Surveys is now available under Customer Service.

Q: On the topic list, Attachment G, is it one page per consultant or one page per company?

A: One page per company. So let's say you have four or five consultants and one is really good in Leadership, one is really good in Customer Service, and one is really good in Facilitation. You check all three because you have people that can do that.

Q: How does the 400 hours relate for the evaluation?

A: Each consultant needs to have at least 400 hours of experience for any topic bid on.

Q: If a consultant has done a job for which they have 400 hours in but the topic areas are Leadership, Facilitation, and Customer Service, does the 400 hours on that project count for only one topic or 400 for each topic?

A: For each topic, so you would be qualified to check all three topics.

Q: In some cases, training, facilitating and consulting can all be done within one assignment: If we did a topic using all three methods, do we list that experience within each attachment?

A: Yes

Q: Do I have to have an Attachment B for each of the nine topic areas?

A: No, only one Attachment B per consultant. You may use as many pages of Attachment B as needed to list all of your experience as related to the topics.

Q: If you have done something for Leadership and Quality Planning, lets say, do you have to list that experience in two different places?

A: No, I would list Leadership/Quality Planning and list the experience only once.

Q: When submitting Attachments B/C, B/T, B/T1, B/F, and /or B/S, do we submit a completed attachment for each RFQ Topic? For example; if I want to be considered for Customer Service, Facilitators, Leadership, and Team Building, which attachments do I submit? Do I submit all attachments for each topic? Do I submit some attachments for each topic? Do I submit a complete different RFQ Proposal for each topic? Please clarify.

A: You do not need to submit a different Experience Attachment for each topic. Your proposal should include one Attachment B/C, B/T, B/T1, B/F, and /or B/S that you are bidding for. You may use more than one page to list all of the related experience.

Q: Should we list each topic area with the description of what was done and for whom?

A: Yes you can.

Q: Can we use the formats of the RFQ forms and make it up ourselves on the computer?

A: Yes, as long as it is typed, handwritten forms will not be accepted.

Q: If you have facilitating and training experience, does it still need to go on the consulting experience sheet?

A: No

Q: The evaluation process, does it evaluate the company as a total or each individual consultant?

A: Each consultant is evaluated, but the company receives the score. So if you have one consultant that is not really qualified but you have two that are, the company will still get on the list.

Q: Is the 100 points for the individual consultants or is it for the company?

A: The 100 total points are for the company.

Q: The education is different with all of the consultants, which score do you take?

A: It would be an average of the scores from all the consultants.

Q: The consultants that we submit in our bid package, do they have to be the ones who do the work?

A: Yes. No one can do work unless they are on this list. You can have unlimited amounts of consultants under your company.

Q: Will the point totals influence people getting picked for jobs?

A: No. If you have 70 points you will be on the list and you can be chosen.

Q: If we have 12 consultants now and we hire more consultants after the bid process is over, can we add them on?

A: Yes, you must submit paperwork to add on consultants. They will be evaluated and must pass to be put on the list.

Q: Are you averaging the points for experience like you are education?

A: No

Q: To get total hours for scoring, do you add each consultants' hours together?

A: No

Q: If an individual consultant does not qualify, will you notify the company of this?

A: Yes

Q: Do you have an idea of what other state agencies will use this list.

A: No

Q: How is marketing handled?

A: We do our own marketing, and consultants can do their own marketing.

Q: Do you have an approximate number of contracts and how many different companies were used on this last RFQ?

A: 119 contract written to date. 45 different companies used on these contracts to date.

Q: What is the process for assigning a consultant to a customer?

A: When a customer calls they give us their specifications of what they are looking for. Once we have specifications, we try to match a consultant with what they are looking for.

Attachment H will help us with this matching process. Attachment H is not part of the evaluation. It is for creating a database to better help the consulting firms and customers connect to one another.

Q: Please explain Attachment H "Preferences" section.

A: Check the boxes that apply to your preferred style of teaching/learning/consulting.

Q: Is it an issue if a consultant is on multiple companies?

A: No

Q: How often do you open up for bids?

A: We go out for our big bid once every three years. We are able to add consultants every quarter.

Q: Why would you add consultants quarterly?

A: So we can have as many consultants available that departments want to use.

Q: What is the process to add consultants quarterly?

A: They go through the same evaluation process, if they don't get 70 points they don't get on the list. Once you are on the list you can not reapply.

Q: What about a new employee we want to add on to our company?

A: A new employee has to be evaluated and pass to be added. You will be notified by letter if they pass and are added to your company.

Q: If you don't qualify under the list but you get more experience three months after applying the first time. Can you resubmit a bid to be on the list?

A: Yes

Q: What if you are on the list and you develop expertise in an area that you did not originally apply for?

A: You can submit your information to be evaluated and if you qualify, you will be added to the topic you are submitting your information for. Every time you acquire more experience and you have more things that are marketable to a department, we want to know.

Q: Attachment D, does each consultant have to fill this out?

A: No, one page per company.

Q: Is the training outline limited to one page?

A: No, this can be more than one page.

Q: Can we submit one training outline per company, or is it per consultant?

A: One per company.

Q: Regarding the course outline, seeing that the outline will be used for purposes of providing an example, can we submit an outline that is not related to the topic being bid on?

A: Yes

Q: If one trainer has several course outlines they use, do they have to submit them all?

A: No

Q: If not one consultant on the training category has 400 hours individually, will the company qualify?

A: No, you have to have at least one consultant that has 400 individual experience hours.

Q: Do we see any other state's following the lead of California in this type of RFQ?

A: Washington State has a similar process. Other States have inquired about our process.

Q: What are the hour requirements for speaking?

A: On Page 11 it states that at least ten speaking engagements must have been performed.

Q: Do you have to have been paid for the speaking engagements?

A: No

Q: If there is more than 10 speaking engagements listed, does it make a point difference?

A: If you have more than 27 speaking engagements, no more than 34 points will be awarded.

Q: On the forms for Attachment B's for consulting work, can we use more than one page to list out experience and education if need be?

A: Yes

Q: If we have 30+ years of experience, should we list it?

A: No, list experience from January 1, 1995 to present.

Q: I do not see an Attachment B/C in the forms.

A: Attachment B on page 24 is really Attachment B/C, it appears to have got cut off in the copying.

Q: Do we have an idea of what State department hourly rate acceptability ranges are?

A: No. Each Department has different budgetary requirements.

Q: What is the current range of hourly rates on the current bidders' list?

A: \$45.00 per hour to over \$300.00 per hour

Q: If you have materials that are additional, can you break that out of the hourly rate?

A: On page 9 number G-4, the RFQ hourly rate should not include the cost of materials or equipment. Yes, break out material costs.

Q: Can you give us a brief history of OSCI?

A: The OSCI has been in existence since 1993. Mary S. Fernandez began the OSCI with Fern. We were trying to help departments that were implementing quality or continuing their quality implementation. A lot of departments were going out to bid and this takes a lot of time for each department to go out to bid for a

consulting firm. We did some research and found that it takes most departments at least a year from the beginning of a Request for Proposal to getting a consulting firm in place.

We are not a funded office, we do not receive any general funds. The majority of the funds we receive are from this list. We have been in business for 6 plus years. Kimberly has been with us from almost the very beginning. Fern and Kimberly are the Office of Statewide Continuous Improvement.

Q: On Page 7, D-3, you ask for the clients name, contact person, and telephone number and on the actual form you ask for clients name, address, and telephone number. What do you need?

A: We need the client's name, contact person, and telephone number.

Q: What if the person we did the work for has moved to a new department and it is not the same department you did the work for?

A: List the department you did the work for, the name of the contact person, and the telephone number that person can be reached at.

Q: Is client, contact, and telephone what we really want on Attachment B/C, B/F, B/T, and B/S?

A: Yes. You may change the form to read: client, contact, and telephone.

Q: If a consulting firm has a new employee starting for them but the employee has experience from working with another company, can the employee list all of their other experience even though it is not from our firm?

A: Yes

Q: If we have a consultant trainee getting on-the-job experience and they don't have enough hours to be listed as a consultant, what do we do with these people?

A: They can not be on the list, they can not go on a job by themselves but if they go with you they are getting their experience and when they get 400 hours they can be added to the list. You can not charge hours for them, they are not on the list. This is only for their work experience, apprenticeship. If you are going to have them on the job with you, you need to discuss this with the department beforehand.

Q: What type of criteria is there to help us figure out what the points are that you will assign to each firm for Attachment D?

A: We will have a team of people who are qualified in the quality area doing the evaluations and the scores will be based on the team's evaluation of your submitted Method of Approach.

Q: Do we have samples of successful bids?

A: We have the bids that have qualified for the last two RFQ's, but since the rating system is completely different this time, I don't know if it would help you.

Q: How can we see the bids?

A: You make arrangements with Kimberly to come in and view them.

Q: Did we have an hourly cap last time?

A: No and we do not this time either. The verbiage is the same as last time, "OSCI reserves the right to accept or reject RFQ hourly rates which are higher than \$175.00 per hour."

Q: On page 3, a weight of no less than 30% must be given to the cost component.

A: This is speaking of the process after you are already on the list and a department is evaluating you for a specific project.

Q: If someone puts in a rate for \$35.00 an hour, does this affect the scoring of everyone else's hourly rate?

A: Yes, the \$35.00 an hour rate gets 30 points and this will adjust every other bidder's score for the cost.

Q: While the team is evaluating the companies, lets say that company A has worked with 16 state departments while company B the team knows nothing about, does this affect the evaluation points?

A: No, you just have to have 70 points and you are on the list.

Q: Once you are on the list and a department is asking for a specific consultant to be included in the referral package, how does this work?

A: If a department does not know who they want, we still have in place a random referral program we will utilize. Otherwise we will refer who is being asked for along with two other companies.

Q: Can you include your prep time in your hourly rate?

A: I don't think you should because you can negotiate with the department to pay for that time after you are on the list. You can state to the department in your proposal how many hours for prep, how many hours for interviews, how many hours for whatever else you are doing. If you include your prep hours in your hourly rate, you may bid too high and get zero points for cost.

Q: Can prep time, travel and per diem, and materials be negotiated?

A: Yes. But your hourly rate can not be negotiated for anything higher than what you put in your bid, but it can be negotiated lower.

Q: If we do work for a department and by word of mouth another department is interested in the same work, what should we do?

A: Have them call Kimberly Levick and she will give a referral.

Q: If you have experience overseas, should we still list these references even though they may be difficult to get a reference from?

A: Yes, we may contact them if it is your only experience.

Q: On Attachment G do you want us to list each consultant off to the side of each topic?

A: No, once you are on the list we give the company contact name to the requesting department and the company contact decides who is the best match for the job. You are the best judge of your consultants.

Q: What is the random referral system?

A: It is an Excel based program that shuffles all company names up and randomly lists the companies that will be referred.

Q: Once you are on the list, how does a company get chosen?

A: A random referral will be done if the department does not know who they want. After the random referral is generated the top three will be referred out, copies of the companies work experience (which is so important to be typed because this is a marketing tool to the departments) is sent. The department will look over the information. Some departments may do phone interviews, some might request a written proposal, some might ask you to come in for an interview, it can be any of these processes.

Q: Are departments still required to view three companies?

A: Yes, at least three.

Q: What is *Appreciative Perspective*?

A: This is based on a book written by Sue Hammond called *Appreciated Inquiry*. You can do a search on the internet about this subject.

Q: Can we add specialties onto Attachment H?

A: Yes, as many as you want.

Q: On Systems Thinking are you referring to computer technology?

A: Systems Thinking is referring to the Learning Organization, it is not technology related.

Q: If a form (attachment) does not apply to our experience, such as, "Speaking" or "Training," must it be included in the proposal? If so, is a typed "N/A" appropriate?

A: It should not be included with your proposal.

Statement: All bidders that received the RFQ will get the minutes from the Bidders' Conference.